

This instrument was prepared by:

John L. Hartman, III
P. O. Box 846
Birmingham, Alabama 35201

Send Tax Notice To:

Edward John Blake, Jr.

4041 Guilford Road
Birmingham, AL 35242

WARRANTY DEED

STATE OF ALABAMA

COUNTY OF SHELBY

That in consideration of Two Hundred Seven Thousand Five Hundred and 00/100 (\$207,500.00) to the undersigned grantor in hand paid by the grantees herein, the receipt whereof is hereby acknowledged, we, **Nancy Taylor**, an unmarried woman, and **Dawn M. Diehl and husband Russell Diehl**, do hereby grant, bargain, sell and convey unto **Edward John Blake, Jr.** (herein referred to as Grantee), the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 81, according to the Final Record Plat of Greystone Farms, Guilford Place, Phase 2, as recorded in Map Book 22, Page 24, in the Probate Office of Shelby County, Alabama.

Subject to: (1) Property taxes not yet due and payable; (2) Restrictions, covenants and conditions as to Greystone Farms as set forth in Instrument #1995-16401, amended in Instrument #1996-1432, further amended in Instrument #1996-21440, 3rd Amendment recorded in Instrument No. 1997-2587, in the Probate Office of Shelby County, Alabama; (3) Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 121, Page 294 and Deed Book 60, Page 260, in the Probate Office of Shelby County, Alabama; (4) Restrictions, limitations and conditions as set out in Map Book 22, Page 24; (5) Easement to Bellsouth Communications as set forth in Instrument #1995-7422, in the Probate Office of Shelby County, Alabama; (6) Amended and restated Restrictive Covenants as set forth in Real 265, Page 96, in the Probate Office of Shelby County, Alabama; (7) Shelby County Cable Agreement as set forth in Real 350, Page 545, in the Probate Office of Shelby County, Alabama; (8) Covenant and Agreement for water-service as set forth in Real Book 235, Page 574 and modified in Instrument #1992-20786, further modified in Instrument #1993-20840, in the Probate Office of Shelby County, Alabama; (9) Right of Way from Daniel Oak Mountain Limited to Shelby County as set forth in Instrument #1994-21963, in the Probate Office of Shelby County, Alabama; (10) Development Agreement between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company as set forth in Instrument #1994-22318 and 1st Amendment recorded in Instrument No. 1996-0530 and 2nd Amendment recorded in Instrument No. 1998-16170, in the Probate Office of Shelby County, Alabama; (11) Greystone Farms Reciprocal Agreement as set forth in Instrument #1995-16400, in the Probate Office of Shelby County, Alabama; (12) Greystone Farms Community Center Property Declaration of Covenants, conditions and restrictions as set forth in Instrument #1995-16403, in the Probate Office of Shelby County, Alabama; (13) Building setback lines as shown by restrictions, covenants and conditions as to Greystone Farms as set forth in Instrument #1995-16401, amended in Instrument #1996-1432, further amended in INstrument #1996-21440, 3rd Amendment recorded in Instrument No. 1997-30895, as recorded in Instrument No. 1997-2587 and Map Book 22, Page 24, in the Probate Office of Shelby County, Alabama; (14) Release of damages as recorded in Instrument No. 1997-30895, as recorded in the Probate Office of Shelby County, Alabama; (15) Covenants releasing predecessor in title frm any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instruments recorded in Map book 22, Page 24, in Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.

\$176,375.00 of the purchase price recited above has been paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said grantee, his, her or their heirs and assigns forever.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said Grantee, his, her or their heirs and assigns, that we are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Grantee, his, her or their heirs and assigns forever against the lawful claims of all persons.



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Shelby Cnty Judge of Probate, AL
11/02/2010 02:14:21 PM FILED/CERT

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of October, 2010.

Nancy Taylor by Dawn M. Diehl
Nancy Taylor
by her attorney-in-fact
Dawn M. Diehl
Dawn M. Diehl
Russell Diehl
Russell Diehl

STATE OF ALABAMA)

JEFFERSON COUNTY)



20101102000366940 2/2 \$47.50
Shelby Cnty Judge of Probate, AL
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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Dawn M. Diehl and husband Russell Diehl**, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of October, 2010.

My Commission Expires:

12/12/2013

Notary Public

STATE OF ALABAMA

JEFFERSON COUNTY

On this 28th day of October, 2010, I, John L. Hartman, III, a Notary Public in and for said County and in said State, hereby certify that Nancy Taylor, by Dawn M. Diehl, as his Attorney-in-Fact, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance and with full authority as Attorney-in-Fact for Nancy Taylor, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 28th day of October, 2010.

My Commission Expires:

08-04-2013

12/12/2013

Notary Public – John L. Hartman, III

State of Alabama
Deed Tax : \$31.50